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## Exhibit 23

May 6, 2005

Technology/Intellectual Property Claim 167 Cherry Street #424 Milford, CT 06460 203-877-0129 TEL 651-310-3344 FAX www.stpaultravelers.com

## VIA FACSIMILE AND U.S. MAIL

R. Corey Hill
The Cavanagh Law Firm
Viad Corporate Center
1850 North Central Ave.
Suite 2400
Phoenix. AZ 85004

Re: Insured:

Consumer Innovations, LLC

Claimant:

Webloyalty.com, Inc.

Tracking No:

SI11422

Policy:

BK01443023

United States District Court, District of Delaware Webloyalty.com, Inc. v. Consumer Innovations, LLC

Dear Mr. Hill:

Please accept this letter as our response to your letter of April 12, 2005, which we received on April 19, 2005. Your letter advised that Consumer Innovations, Inc. ("CI") has assigned to Webloyalty any claims CI may have for coverage and breach of contract under Policy No. BK01443023 for the claims raised in the above captioned case and any claims for bad faith. An executed copy of a document titled "Settlement Agreement and Covenant Not to Execute" ("Agreement") was also attached.

As you know, in your letter of March 18, 2005, you advised of CI's intent to assign its claims to Webloyalty unless United States Fidelity & Guaranty ("USF&G") agreed to waive its reservations of rights and provide unqualified coverage. At that time, you provided a copy of a "draft" Agreement. Before we had an opportunity to respond to your letter, the Agreement was apparently revised, adding and changing various provisions to the "draft" Agreement. The "final" Agreement was not provided to us before it was executed. The "final" Agreement was executed by Webloyalty on March 31, 2005. Although CI's CEO signed the Agreement, the date it was executed by CI is not included and is not known to us.

By letter, dated and faxed April 6, 2005, we responded to your letter of March 18<sup>th</sup> and advised that USF&G was not willing to waive or withdraw its reservation of rights with regard to the defense or indemnity of the above captioned case. We also raised various concerns to the terms of the Agreement in that letter. We note that the

"final" Agreement did not address those concerns. Rather than reiterate those concerns, we enclose for your convenience a copy of our April 6, 2005 letter.

Regardless of the Agreement, USF&G will continue to provide a defense in the above captioned case under its reservation of rights. USF&G continues to reserve its rights to assert all applicable coverage defenses to any claims that are validly assigned by CI and, to the extent that the claims are covered under the Policy, to assert that the claimed damages are not covered or reasonable under the circumstances. If you have any questions concerning the substance of this or our previous letter, please feel free to contact me.

Sincerely,

Daria M. Fitzgrall
UNITED STATES FIDELITY AND GUARANTY COMPANY

Daria G. Fitzgerald

Cc: Bill Johnson, Consumer Innovations